REMARKS

<u>Summary of the Office Action</u>

Claims 23-28 are considered in the Office Action.

The Amendment has been objected to under 35 U.S.C. § 132(a) as introducing new matter. In particular, the Office action states that the application does not support the phrase "selectively displaying to the user the modified instances of the object individually or collectively" recited in claim 23 and a similarly worded phrase recited in claim 31.

Claims 23-38 have been rejected under 35 U.S.C. § 112, first paragraph, as failing to comply with the written description requirement. In particular, the Office action states that the application does not support the phrase "selectively displaying to the user the modified instances of the object individually or collectively" recited in claim 23 and a similarly worded phrase recited in claim 31.

Claims 23-38 have been rejected under 35 U.S.C. § 103(a) as obvious over Thackston U.S. Patent No. 6,295, 513 ("Thackston"), in view of Hill U.S. Patent No. 5,970,471 ("Hill") and Huberman U.S. Patent No. 5,826, 244 ("Huberman").

The Office action also states that Giovannoli U.S. Patent No. 5,578,32 ("Giovannoli") renders claims 23 and 31 obvious. The Office action does not, however, actually reject any claims based on Giovannoli.

<u>Reply to § 132(a) Objection and § 112, First Paragraph, Rejections</u>

Claims 23 and 31 recite systems and methods for forming a contract for completing a print job, the systems and methods including receiving a user-supplied set of constraints regarding a print job project, storing the set of constraints as an object, creating a plurality of instances of the object, each instance uniquely associated with a corresponding vendor and selectively displaying to the user modified instances of the object individually or collectively. The Office action states that the application does not support the phrase "selectively displaying to the user the modified instances of the object individually or collectively" recited in claim 23 and a similarly worded phrase recited in claim 31. Applicants respectfully disagree.

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In particular, support for the specified claim language may be found at least at page 19, lines 13-18 (a computer-based system provides a user-interface 60 that a customer 54 may use to view vendor-modified job requests, and control the manner in which vendor bids are presented for review); page 20, lines 17-21 (a customer 54 may view vendor-personalized instances of the job request individually or collectively); page 25, lines 15-19 (vendor-supplied information is made ready for display to customer); and page 26, lines 20-23 (customer may examine individual vendor-instances of a job request and/or a combined view thereof). Because the cited amply support claims 23 and 31, applicants respectfully request that the Examiner withdraw the § 132(a) objection and § 112, first paragraph, rejections.

Reply to § 103(a) Rejections

Claims 23 and 31 recite systems and methods for forming a contract for completing a print job, the systems and methods including receiving a user-supplied set of constraints regarding a print job project, storing the set of constraints in a database as an object, creating a plurality of instances of the object, each instance uniquely associated with a corresponding vendor, communicating each instance of the object to its corresponding associated vendor, receiving communications from the user and the vendors to iteratively modify the instances of the object, the modifications further constraining the print job project, selectively displaying to the user the modified instances of the object individually and collectively and receiving a selection from the user of one of the vendors to complete the print job project. None of the cited references, individually or collectively, describe or suggest the claimed invention.

Thackston describes a computer-based system and method for undertaking an engineering design and development effort, identifying qualified fabricators for manufacturing a part design, and conducting a virtual bidding process for selecting a fabricator to manufacture the part. (Abstract; Col. 1, lines 19-29; Col. 4, lines 28-50). In particular, Thackston' system includes: (1) a collaborative engineering feature (referred to as "NICECAD"); (2) a global manufacturer's registry feature (referred to as "GMR"); and (3) an electronic bidding capability feature (referred to as "ETC"). (Col. 4, lines 51-65; Col. 5, lines 30-47; Col. 5, line 55 through Col. 6, line 5; Col. 6, lines 53-63; Col. 8, lines 45-57).

The NICECAD system 100 includes a NICECAD server system 200, coupled via network 260 to databases 210, prime contractor user systems 220 and supplier user system 230. (Col. 9, lines 18-24; Col. 11, lines 25-29; FIG. 2). NICECAD server system 200 includes, among other things, software modules for computer-aided design ("CAD"), engineering analysis and simulation ("EAS"), multimedia communications and electronic commerce ("EC"). (Col. 8, lines 61-65; Col. 9, lines 11-17; Col. 11, lines 46-49; Col. 18, lines 33-38). In particular, NICECAD server system 200 includes multimedia communications processing module 978 and electronic commerce processing module 988. (FIG. 9).

Multimedia communications processing module 978 provides multimedia communications capabilities for the system, and may be used by design team members when developing and evaluating a part design, and by a prime contractor for engaging in quasi-real-time discussions with fabricators regarding design and/or contractual issues. (Col. 24, lines 28-36; Col. 28, lines 5-57). Electronic commerce processing module 988 includes standard contracts processing module 1402 that permits users (such as a prime contractor and a supplier or fabricator) to access standard form contract "templates" from standard contracts data module 696 that may be used as a starting point for creating an agreement, such as an agreement for a fabricator to produce design prototypes. (Col. 12, line 66 through Col. 13, line 24; Col. 25, lines 26-46; Col. 29, lines 44-48).

After using the NICECAD system to create a part design, a prime contractor/designer then may use the ETC feature of the system to electronically solicit a request for quote ("RFQ") to fabricators for out-sourcing the manufacture of the part. (Col. 48, lines 26-51). The RFQ includes design and specification data for the part. (Col. 48, lines 61-64). The fabricators may submit bids in response to the RFQ, and the prime contractor/designer may evaluate the bids and then select one or more fabricators for contract negotiation and contract award. (Col. 51, lines 9-30). In this regard, with the aid of the system's multimedia capabilities, the prime contractor and the selected fabricators may use and the system's standard clauses to negotiate a part's procurement contract. (Col. 51, lines 30-60).

Unlike the claimed invention, Thackston does not describe or suggest systems or methods that receive a user-supplied set of constraints regarding a print job

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project. Indeed, as the Office action acknowledges, Thackston does not describe anything regarding print job projects. Further, Thackston does not describe or suggest systems or methods that store a set of the user-supplied constraints in a database as an object, create a plurality of instances of the object, each instance uniquely associated with a corresponding vendor, or communicate each instance of the object to its corresponding associated vendor. Nevertheless, the Office action states that Thackston's contract templates "correspond to request object," and the changes made, negotiated and formalized during interactive communications between suppliers and vendors correspond to vendor specific instances of a job request Applicants respectfully disagree with both assertions.

First, Thackston's "templates" are not user-supplied constraints, but rather are system-provided contract terms that are stored in contracts data module 696. (Col. 13, lines 11-13). Thackston does not describe or suggest anything indicating that the templates are user-supplied constraints regarding anything, let alone a print job project. Further, even if the templates were user-supplied constraints stored as a database object, then "creating a plurality of instances of the object, each instance uniquely associated with a corresponding vendor," would seemingly constitute creating multiple copies of the templates, with each copy uniquely associated with a corresponding vendor. Thackston nowhere describes or suggests such vendor-specific copying of the contract templates. Further, Thackston does not describe or suggest communicating unique instances of the templates to their corresponding associated vendors.

Second, "creating a plurality of instances of the [templates], each instance uniquely associated with a corresponding vendor" is inconsistent with the Examiner's assertion that "changes made. . . . during interactive communication processing with suppliers/vendors . . . corresponds to vendor specific instances of a job request." Indeed, if the Examiner's interpretation were correct, then the subsequent language in claim 23 regarding "receiving communications from the user and the vendors to iteratively modify the instances of the object, the modifications further constraining the print job project" would make no sense. In particular, if the "changes made . . . during interactive communications" constitute the plurality of instances of the object, then claim 23 would seemingly additionally require communications from the user and the

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vendors to iteratively modify the "changes made . . . during interactive communications."

The Office action also seems to suggest that "the part design model" included in the RFQ constitutes the instances of the object that are communicated to the vendors, and that vendor's responses to the RFQ constitute the modified instances of the object. Applicants respectfully submit that this suggestion is incorrect. As stated above, after the part design is <u>complete</u>, a prime contractor/designer may electronically solicit RFQs to fabricators for out-sourcing the manufacture of the part. Thackston nowhere describes or suggests that any communications between the prime contractor/designer and fabricators relate to modifying the part design, or that the fabricators' responses to the RFQ constitute modifications of the part design.

Further, Thackston does not describe or suggest selectively displaying to the user the modified instances of the object individually or collectively. The Office action simply glosses over this issue, and does not identify any description or suggestion in Thackston regarding such selective displaying. Indeed, the Office action merely states that Thackston "implies that the vendor's responses are displayed" to the user. Even if that is correct, Thackston nowhere describes of suggests selectively displaying to the user modified instances of the object individually or collectively. Thus, other than describing systems and methods related to electronic commerce, Thackston seems irrelevant to the claimed invention.

The other cited references are similarly inapposite. Huberman describes a system and method for an electronically networked brokered auction for document services. (Abstract; Col. 2, lines 54-58). In particular, a set of one or more customer processes 210 is coupled via broker process 230 to a set of one or more supplier processes 220. (col. 7, line 66 through Col. 8, line 5). Broker process 230 conducts auctions for document services, and facilitates transactions related to the services between customer processes 210 and supplier processes 220. (Col. 3, lines 52-58; Col. 4, lines 19-23; Col. 8, lines 5-13).

For example, a customer process 210a generates a job request that specifies particulars for a document service that will be the subject of an auction. (Col. 10, lines 6-9). After receiving the job request from customer process 210a, broker process 230 can conduct an auction for the requested document service. (Col. 10, lines 22-24). To

do so, broker process 230 informs supplier processes 220 that an auction will be conducted for the requested document service, such as by broadcasting the particulars of the job request via network 100. (Col. 10, lines 24-29). Broker process 230 then opens the bidding and begins to accept bids from supplier processes 220. (Col. 10, lines 29-35). Broker process 230 continues to accept bids until an ending criterion for the auction has been met. (Col. 11, lines 16-25). Broker process 230 then determines if any supplier process 220 won the auction, and also determines the prices associated with the winning bids, and automatically generates a proposed transaction. (Col. 11, line 26 through Col. 12, lines 43). Broker process 230 communicates the proposed transactions to customer process 210a. (Col. 12, lines 44-47). After evaluating the proposed transactions, customer process 210a communicates the customer's response to broker process 230 via network 100. (Col. 12, line 44 through Col. 13, line 10). If the customer accepts the proposed transaction, broker process 230 notifies the winning supplier process 220 via network 100, and the transaction can then proceed. (Col. 13, lines 14-17).

Unlike the claimed invention, Huberman does not describe or suggest storing a user-supplied set of constraints regarding a print job project in a database as an object, creating a plurality of instances of the object, each instance uniquely associated with a corresponding vendor, communicating each instance of the object to its corresponding associated vendor, receiving communications from the user and the vendors to iteratively modify the instances of the object, the modifications further constraining the print job project, or selectively displaying to the user the modified instances of the object individually or collectively. Indeed, other than pertaining to a system related to print jobs, Huberman is irrelevant to the claimed invention.

Hill describes a virtual product catalog for presenting a plurality of product images for review by a user on a computer. (Abstract; Col. 1, lines 6-12). Hill does not describe or suggest anything regarding receiving a user-supplied set of constraints regarding a print job project, storing the set of constraints in a database as an object, creating a plurality of instances of the object, each instance uniquely associated with a corresponding vendor, communicating each instance of the object to its corresponding associated vendor, receiving communications from the user and the vendors to iteratively modify the instances of the object, the modifications further constraining the

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print job project, selectively displaying to the user the modified instances of the object individually or collectively or receiving a selection from the user of one of the vendors to complete the print job project.

Thus, none of the cited references, alone or combined, describe or suggest the claimed invention. Accordingly, applicants respectfully request that the § 103 rejections of claims 23 and 31 be withdrawn. Because claims 24-30 depend from claim 23, and claims 32-38 depend from claim 31, applicants further respectfully request that the § 103 rejections of claims 24-30 and 32-28 be withdrawn.

Reply to Comment Regarding Giovannoli

The Office action comments that Giovannoli individually renders claims 23 and 31 obvious. The Office action does not, however, actually reject any claims based on Giovannoli. Nevertheless, applicants address this reference, and respectfully submit that Giovannoli does not describe or suggest the claimed invention.

Giovannoli describes a computerized system forming a computer-based communications network for processing requests for quotation for goods and/or services by broadcasting the requests to network members of the computerized system. (Col. 2, lines 35-39; Col. 3, lines 55-59). In particular, the goods and services specified in the requests for quotation must be "standard items" to ensure that there is no confusion as to what buyers are requesting and what sellers are offering to buyers. (Col. 3, lines 63-65; Col. 4, lines 4-29). After preparing a request for quotation, a buyer may define a class of vendor to receive the request. (Col. 6, line 66 through Col. 7, line 3). The request is communicated to a quotation network computer, and is then routed to the specified class of vendors. (Col. 7, lines 3-6). Vendors in the defined class respond to the buyer's request for quotation, and the buyer may purchase from a responding vendor. (Col. 7, lines 6-8).

Unlike the claimed invention, Giovannoli does not describe or suggest buyers and vendors communicating to iteratively modify anything. Indeed, because the products and services specified in the request for quotation must be standard items, Giovannoli's system does not appear to provide any opportunity (or reason) for modifying anything. The request for quote is communicated to specified vendors, and a vendor either responds to the quote or does not respond. The buyer reviews the

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responses and either purchases from one of the vendors, or does not purchase anything. Thus, Giovannoli seems to point away from the claimed invention. In any event, Giovannoli does not describe or suggest the claimed invention.

Conclusion

For the reasons stated above, applicants submit that this application, including claims 23-38, is allowable. Applicants therefore respectfully request that the Examiner allow this application.

Respectfully submitted,

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